

SUPREME COURT : STATE OF NEW YORK
COUNTY OF NEW YORK

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J.M.,

Plaintiff,

- against -

ARCHDIOCESE OF NEW YORK, HOLY NAME OF
MARY CHURCH, and GENNARO GENTILE a/k/a
FATHER JERRY,

Defendants.

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Index No.:

Date Purchased:

SUMMONS


Plaintiffs designate NEW YORK
County as the place of trial.

The basis of venue is: Defendant
Archdiocese of New York's
principal place of business is in
New York County

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Kingston, New York
September 19, 2019



Joseph E. O'Connor
O'CONNOR & PARTNERS, PLLC
Attorneys for Plaintiff
255 Wall Street
Kingston, New York 12401
(845) 303-8777

To: ARCHDIOCESE OF NEW YORK, 1101 First Ave., New York, NY 10022
HOLY NAME OF MARY CHURCH, 110 Grand Street, Croton-on-Hudson, NY 10520
GENNARO GENTILE, 8977 Lake Springs Cove, Cordova, TN 38016

SUPREME COURT : STATE OF NEW YORK
COUNTY OF NEW YORK

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J. M.,

Plaintiff,

COMPLAINT

-against-

Index No.:

ARCHDIOCESE OF NEW YORK, HOLY NAME OF
MARY CHURCH, and GENNARO GENTILE a/k/a
FATHER JERRY,

Defendants.

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The Plaintiff J.M., complaining of the Defendants ARCHDIOCESE OF NEW YORK,
HOLY NAME OF MARY CHURCH, and GENNARO GENTILE a/k/a FATHER JERRY, by
and through his attorneys, O'Connor & Partners, PLLC, respectfully alleges as follows:

AS AND FOR A CAUSE OF ACTION AGAINST THE DEFENDANTS ARCHDIOCESE OF
NEW YORK AND HOLY NAME OF MARY CHURCH

1. The plaintiff J. M. is a resident of the County of Ulster, State of New York.
2. The plaintiff J. M. is now 32 years old.
3. Upon information and belief, the defendant ARCHDIOCESE OF NEW YORK
(hereinafter "defendant ARCHDIOCESE") is, and at all times relevant hereto was, a
religious corporation organized and existing in accordance with the laws of the State of
New York, with its principal office located in the County of New York, State of New
York.
4. Upon information and belief, the defendant HOLY NAME OF MARY CHURCH
(hereinafter "defendant HOLY NAME") is, and at all times relevant hereto was, a

religious corporation organized and existing in accordance with the laws of the State of New York and is and was located in Croton-on-Hudson in the County of Westchester, State of New York.

5. Upon information and belief, the defendant GENNARO GENTILE a/k/a FATHER JERRY (hereinafter “defendant GENTILE”) was formerly an ordained Roman Catholic priest.
6. Upon information and belief, the defendant GENTILE, as an ordained Roman Catholic priest, served as pastor of the defendant HOLY NAME commencing in 1988.
7. Upon information and belief, the defendant GENTILE served as pastor of the defendant HOLY NAME until some time in 2000.
8. Upon information and belief, during the time that he was pastor at the defendant HOLY NAME the defendant GENTILE resided in the rectory of the Church of the Defendant HOLY NAME.
9. Upon information and belief, the defendant GENTILE served as pastor of the defendant HOLY NAME until some time in 2000 at which time he was transferred to St. Benedict’s Church in the Bronx, New York.
10. Upon information and belief, the defendant GENTILE worked at the aforesaid St. Benedict’s Church for less than one month.
11. Upon information and belief, the defendant GENTILE was then assigned to work at the Catholic Center Annulments Office in Poughkeepsie, New York.
12. Upon information and belief, the defendant GENTILE was removed from ministry in April 2002.
13. Upon information and belief, the defendant GENTILE was laicized in the year 2005.

14. Upon information and belief, from 1988 through 2000 the defendant GENTILE was employed by the defendant ARCHDIOCESE.
15. Upon information and belief, from 1988 through 2000 the defendant GENTILE was employed by the Defendant HOLY NAME OF MARY CHURCH.
16. Upon information and belief, the defendant GENTILE was a long-time friend or acquaintance of the plaintiff's grandfather, who was an ardent churchgoer.
17. Upon information and belief, the defendant GENTILE came to know and befriend the parents of the plaintiff J.M. through the defendant GENTILE's relationship with the plaintiff's grandfather.
18. Upon information and belief, the defendant GENTILE officiated at the marriage ceremony of the plaintiff's parents in 1979.
19. After the plaintiff was born, the defendant GENTILE visited the plaintiff's parents and family at their home.
20. On occasions while he was a young boy, the plaintiff sat on the lap of the defendant GENTILE when he visited the home of the plaintiff's parents and family.
21. Upon information and belief, while he was serving as pastor of the defendant HOLY NAME, the defendant GENTILE traveled from Westchester County to Ulster County, where the plaintiff and his family were then residing, to perform the christening service for the plaintiff at a Roman Catholic church in Ulster County.
22. Upon information and belief, the defendant GENTILE performed the christening service and later the confirmation service for each of the plaintiff's two older brothers.
23. The plaintiff was an altar boy at his home Church in Ulster County and, on occasion, filled in as an altar boy at the defendant HOLY NAME.

24. Upon information and belief, the defendant GENTILE owned a lake house in Ballston Lake, New York.
25. The defendant GENTILE often invited and arranged for young boys, including first the plaintiff's two older brothers and then the plaintiff, to spend weekends at the said lake house ostensibly to perform work that needed to be done there.
27. On those weekends, the defendant GENTILE encouraged the boys to pull down each others' swim suits, swim in the nude, drink alcohol and accept massages by the defendant GENTILE while they were naked.
28. There were occasions when the plaintiff and other young boys slept overnight in the rectory at the defendant HOLY NAME while the defendant GENTILE was also sleeping there.
29. On those occasions, the defendant GENTILE showed the boys pornographic movies and literature and encouraged them to drink alcohol and to accept massages by the defendant GENTILE while they were naked.
30. On numerous occasions during the period from approximately the summer of 1995, when the plaintiff was approximately 8 years old, through some time in 1999 or 2000, when the plaintiff was 12 or 13 years old, the defendant GENTILE engaged in acts that involved the plaintiff and that constituted sexual offenses as defined in article one hundred thirty of the Penal Law.
31. On at least six occasions at the lake house of the defendant GENTILE in Ballston Lake, New York the defendant GENTILE performed a massage on the plaintiff while the plaintiff was naked. During such a massage the defendant GENTILE had the plaintiff turn over onto his back, at which time the defendant GENTILE masturbated the plaintiff.

32. On at least one occasion in the rectory of the defendant HOLY NAME the defendant GENTILE performed a massage on the plaintiff while the plaintiff was naked. During such a massage the defendant GENTILE had the plaintiff turn over onto his back, at which time the defendant GENTILE masturbated the plaintiff.
33. On August 18, 1997, an action was filed in the Supreme Court of Westchester County which named the defendant ARCHDIOCESE and the defendant GENTILE as defendants.
34. It was alleged in this action that the defendant GENTILE had subjected boys under the age of 18 to sexual abuse who were members of the parish of the defendant HOLY NAME in the years 1993 and 1994.
35. On September 28, 1997, less than 6 weeks after the aforesaid action had been filed, Monsignor Edward O'Donnell, vice chancellor for priest personnel of the defendant ARCHDIOCESE, appeared at five masses held at the church of the defendant HOLY NAME and told the parishioners that he was there to express the support of the defendant ARCHDIOCESE for the defendant GENTILE and that there was "no substance" to the aforesaid action.
36. Upon information and belief, those statements made by Monsignor O'Donnell were either made without defendant ARCHDIOCESE having conducted an adequate investigation into the allegations made in the aforesaid action or were known by him to be false.
37. The defendant GENTILE wrongly used his position as an ordained priest to gain the confidence and trust of the plaintiff and the plaintiff's family and abused that confidence and trust.
38. Upon information and belief, the defendant ARCHDIOCESE hired the defendant GENTILE for the position in which he was acting during the period from approximately

the summer of 1995 through some time in 1999 or 2000.

39. Upon information and belief, at the time that it hired the defendant GENTILE for such position the defendant ARCHDIOCESE knew or should have known that the defendant GENTILE had a propensity to seek to engage in sexual acts with young boys and to engage in such sexual acts or in other inappropriate conduct with young boys if circumstances permitted him to do so.
40. Upon information and belief, the defendant HOLY NAME hired the defendant GENTILE for the position in which he was acting during the period from approximately the summer of 1995 through some time in 1999 or 2000.
41. Upon information and belief, at the time that it hired the defendant GENTILE for such position the defendant HOLY NAME knew or should have known that the defendant GENTILE had a propensity to seek to engage in sexual acts with young boys and to engage in such sexual acts or in other inappropriate conduct with young boys if circumstances permitted him to do so.
42. Upon information and belief, the Defendant ARCHDIOCESE negligently hired the defendant GENTILE.
43. Upon information and belief, the Defendant HOLY NAME negligently hired the defendant GENTILE.
44. Upon information and belief, after the defendant GENTILE was hired the defendant ARCHDIOCESE came to know or should have come to know that the defendant GENTILE had a propensity to seek to engage in sexual acts with young boys and to engage in such sexual acts or in other inappropriate conduct with young boys if circumstances permitted him to do so.

45. Upon information and belief, after the defendant GENTILE was hired the defendant HOLY NAME came to know or should have come to know that the defendant GENTILE had a propensity to seek to engage in sexual acts with young boys and to engage in such sexual acts or in other inappropriate conduct with young boys if circumstances permitted him to do so.
46. Upon information and belief, the defendant ARCHDIOCESE was negligent in retaining the defendant GENTILE as an employee after it came to know or should have come to know that the defendant GENTILE had a propensity to seek to engage in sexual acts with young boys and to engage in such sexual acts or in other inappropriate conduct with young boys if circumstances permitted him to do so and was further negligent in not taking action to see to it that his employment at the defendant HOLY NAME was terminated in the event that he was not employed by the defendant ARCHDIOCESE.
47. Upon information and belief, the defendant HOLY NAME was negligent in retaining the defendant GENTILE as an employee after it came to know or should have come to know that the defendant GENTILE had a propensity to seek to engage in sexual acts with young boys and to engage in such sexual acts or in other inappropriate conduct with young boys if circumstances permitted him to do so and was further negligent in not taking action to see to it that his employment at the defendant ARCHDIOCESE was terminated in the event that he was not employed by the defendant HOLY NAME.
48. Upon information and belief, negligence of the defendants ARCHDIOCESE and HOLY NAME as set forth above was a proximate cause of physical and emotional distress and economic loss and damages suffered by the plaintiff as a result of the sexual offenses committed against him by the defendant GENTILE.

49. By virtue of the foregoing, the defendants ARCHDIOCESE and HOLY NAME, and each of them, are liable to the plaintiff for monetary damages to compensate him for such physical and emotional distress in an amount which exceeds the monetary jurisdiction of all lower courts which would otherwise have jurisdiction and also for punitive damages.
50. Upon information and belief, one or more of the exemptions contained in CPLR Article 16 apply in this action, including, but not limited to that contained in CPLR 1602(7).

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE DEFENDANT GENNARO
GENTILE a/k/a FATHER JERRY

51. The plaintiff J. M. repeats and realleges the allegations contained in paragraphs 1 through 50 as set forth above as if fully set forth at length herein.
52. The defendant GENTILE engaged in acts that involved the plaintiff that constituted sexual offenses as defined in article one hundred thirty of the Penal Law, as set forth above.
53. The aforesaid acts also constitute battery.
54. The aforesaid acts of the defendant GENTILE were a proximate cause of physical and emotional distress and economic loss and damages suffered by the plaintiff.
55. By virtue of the foregoing, the defendant GENTILE is liable to the plaintiff for monetary damages to compensate him for such physical and emotional distress in an amount which exceeds the monetary jurisdiction of all lower courts which would otherwise have jurisdiction and also for punitive damages.
56. Upon information and belief, one or more of the exemptions contained in CPLR Article 16 apply in this action, including, but not limited to that contained in CPLR 1602(5) and 1602(7).

WHEREFORE Plaintiff J. M.¹ demands judgment against the Defendants
ARCHDIOCESE OF NEW YORK, HOLY NAME OF MARY CHURCH, and GENNARO
GENTILE a/k/a FATHER JERRY, and each of them, for compensatory damages and for punitive
damages, together with the costs and disbursements of this action and granting to the Plaintiff
such other and further relief as the Court may deem just and proper.

Dated: Kingston, New York
September 19, 2019

Yours, etc.



JOSEPH E. O'CONNOR, ESQ.
O'CONNOR & PARTNERS, PLLC
Attorneys for Plaintiff
255 Wall Street
Kingston, New York 12401
(845) 303-8777

¹ The Plaintiff's counsel will disclose the full name of the Plaintiff to the Defendants and their counsel upon the appearance of counsel for the defendants and will do so in a document that is not required to be filed with the Court, in order to preserve the anonymity of the Plaintiff. Plaintiff's counsel request that the defendants and their counsel not disclose the full name of the Plaintiff in any document to be filed with the Court in this case, or otherwise.